

June 13, 2017

EDWARD J. EMMONS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

Robert P. Zahradka (SBN 282706)  
rzahradka@aldridgepite.com  
Joseph C. Delmotte (SBN 259460)  
jdelmotte@aldridgepite.com  
**ALDRIDGE PITE, LLP**  
4375 Jutland Drive, Suite 200  
P.O. Box 17933  
San Diego, CA 92177-0933  
Telephone: (858) 750-7600  
Facsimile: (619) 590-1385

The following constitutes  
the order of the court. Signed June 13, 2017

  
Roger L. Efremsky  
U.S. Bankruptcy Judge

Attorneys for Movant,  
Wells Fargo Bank, N.A.

**UNITED STATES BANKRUPTCY COURT**

**NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION**

In re

JAMES WESLEY FOWLER and TERESA  
MARIE FOWLER

Debtors.

Case No. 14-43816 RLE

Chapter 13

R.S. No. RPZ-228

**STIPULATED ORDER GRANTING  
ADEQUATE PROTECTION (HAMP  
GUIDELINES)**

Hearing:

Date: April 19, 2017

Time: 1:30 p.m.

Place: 201

1300 Clay Street

Oakland, CA 94612

The above-captioned matter came on for hearing on April 19, 2017, at 1:30 p.m., in Courtroom 201, upon the Motion of Wells Fargo Bank, N.A. ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of James Wesley Fowler and Teresa Marie Fowler ("Debtor") commonly known as 3722 Sailboat Dr, Discovery Bay, California 94514-1752 (the "Real Property"), which is legally described as follows:

SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED  
AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,  
DOCKET ENTRY NUMBER 34.

Appearances as noted on the record.

1 Based on the arguments of counsel, and good cause appearing therefor,

2 IT IS HEREBY ORDERED:

3 1) Debtors shall tender regular monthly payments in the amount of \$3,007.10, which  
4 amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing  
5 June 1, 2017, and continuing thereafter on the first (1st) of each month until a final decision has been  
6 made regarding the loan modification agreement. Payments are to be remitted to: Wells Fargo  
7 Home Mortgage Attn: Bankruptcy Payment Processing, P.O. Box 14507Des Moines, IA 50306.

8 2. The payment amounts listed in paragraph 1 herein may be less than the contractual  
9 payment amount pursuant to the terms of the Note and Deed of Trust. Post-petition arrearages may  
10 continue to accrue pursuant to the terms of the Note and Deed of Trust and under applicable  
11 bankruptcy law.

12 3. Debtors shall maintain real property taxes and real property hazard insurance paid  
13 current for the Real Property, and provide proof of said insurance on a timely basis.

14 4. If applicable, Debtor shall maintain real property taxes and real property hazard  
15 insurance paid current for the Real Property, and provide proof of said insurance on a timely basis.

16 5. In the event of a default on paragraphs 1 of above-described provisions, inclusive of  
17 this Order, and after any applicable grace period, Movant shall provide written notice to Debtors  
18 James Wesley Fowler and Teresa Marie Fowler at 3722 Sailboat Drive, Discovery Bay, CA 94505  
19 and to Debtor's attorney of record, Patrick L. Forte located at Law Offices of Patrick L. Forte, 1624  
20 Franklin St. #911, Oakland, CA 94612, indicating the nature of the default. If Debtor fails to cure  
21 the default with certified funds after the passage of ten (10) calendar days from the date said written  
22 notice is placed in the mail, Movant may restore its Motion to the court's calendar upon 14-days  
23 notice.

24 6. In the event Debtor's loan modification application is denied, Debtor is unwilling to  
25 execute the proposed loan modification, or 6 months has passed since the Order on the Adequate  
26 Protection has been entered, Movant may restore its Motion for Relief from the Automatic Stay on  
27 14-days notice.

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1           7.       The acceptance by Movant of a late or partial payment shall not act as a waiver of  
2 Movant's right to proceed hereunder and/or its right to the complete contractual payment as  
3 determined by the terms of the Note and Deed of Trust.

4           8.       In the event Movant is granted relief from the automatic stay, the parties hereby  
5 stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6           9.       The foregoing terms and conditions shall be binding only during the pendency of this  
7 bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by court  
8 order or by operation of law, the foregoing terms and conditions shall cease to be binding and  
9 Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Real  
10 Property and/or against the Debtor.

11          10.      In the event this case is converted to a Chapter 7 proceeding, Movant may restore its  
12 Motion for Relief from the Automatic Stay on 14-days notice

13          11.      Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Martha G.  
14 Bronitsky.

15          12.      Any notice that Movant shall give to Debtor or attorney for Debtor, pursuant to this  
16 Order, shall not be construed as a communication under the Fair Debt Collection Practices Act, 15  
17 U.S.C. §1692.

18          12.      Either party may restore matter to calendar on fourteen (14) days notice.

19 APPROVED AS TO FORM:

20  
21 DATED: 6/8/2017

/s/Patrick L. Forte

Patrick L. Forte

Attorneys for Debtor(s)

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23 \*\*\*END OF ORDER\*\*\*  
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**COURT SERVICE LIST**